



City of Bristol College

Commitment Statement

Roles, Responsibilities and Commitment to the Programme

The Apprentice will

1. Observe the Employer's terms and conditions of employment and Apprenticeship Agreement.
2. Work for the Employer to the best of their ability and in accordance with the Employer's policies and procedures.
3. At all times behave in a safe and responsible manner and in accordance with the requirements of Health and Safety legislation relating to the individual's responsibilities and promote and act in the Employer's best interests.
4. Give the main provider relevant information to assist in learner or programme eligibility checks.
5. Adhere to the City of Bristol College (CoBC) 'Codes of Practice' and Policies that complement the Employer's business process, with particular reference to, Attitude and Behaviour, Health & Safety, Equal Opportunities, Safeguarding, Quality Assurance practices as outlined in this commitment statement.
6. In both working and training, be diligent, punctual, attend courses, keep records, attend, take part in and contribute in progress review meetings and undertake assessments in order to achieve learning plan objectives, keeping the employer informed of progress towards meeting these objectives.
7. Commit to the learning activities required in each module, including any additional self-study and research (to take place during working hours).
8. Negotiate achievable learning targets and milestones in conjunction with Apprentice trainers, Tutors and Employer, and endeavour to achieve these objectives and outcomes within the agreed timescale
9. Be respectful of colleagues, employers, teaching staff in accordance with the Training Provider and employer policies.
10. Complete any coursework, assignments and exams required to achieve the apprenticeship.
11. Assist the main provider in collecting evidence of off-the-job training (where information is held by the apprentice).
12. Agree, with the employer and main provider, when learning is complete and that they are ready to undertake the end-point assessment.
13. Notify the Employer and the Provider as soon as possible, of non-attendance at either scheduled training sessions, reviews, planned meetings or off-the-job training and workshops.
14. Contact the employer if unable to attend work.
15. Inform the Employer and the Provider of any health issues which may affect their learning

The Employer will

1. Provide assistance to the main provider in the eligibility checks of the apprentice where applicable..
2. Confirm that the Apprentice will spend at least 50% of their working hours in England over the duration of the apprenticeship including time spent on off-the-job training.
3. Provide the Apprentice with an Apprenticeship Agreement/Contract which forms part of the individual employment arrangements between the Apprentice and the Employer.
4. Work with the main provider to identify the most suitable apprenticeship standard for the job role.
5. Confirm with the Training Provider that the apprenticeship standard selected is the most appropriate learning programme for the individual and; that the apprentice has the opportunity in their job role to gain the knowledge, skills and behaviours needed to achieve the apprenticeship.
6. Contribute to and agree to the plan of training, as developed by the provider, ensuring satisfactory progress is maintained.
7. Assist the provider in collecting evidence of off-the-job training
8. Contribute to tripartite progress reviews with the apprentice and provider. If a planned review is to be cancelled – this must be advised to the apprentice trainer, giving at least a minimum of 24 hours' notice. Failure to do so could result in a fee of £250 being charged.

9. Agree, with the apprentice and provider, when learning is complete and the apprentice is ready to undertake the end-point assessment
10. Choose an end-point assessment organisation within three months of the commencement of the programme.
11. Negotiate a price with the provider, taking into account the apprentice's prior learning (knowledge, skills and behaviours), and understands any obligations in relation to co-investment.
12. Fund optional modules, educational trips or trips to professional events not specified in the Apprenticeship Framework or in the knowledge, skills and behaviours of the Apprenticeship Standard.
13. Pay the difference in costs for end-point assessment for Apprenticeship Standards, where these exceed the 20% of the funding band maximum.
14. Ensure that the learner attends College in line with the learning plan- including any Functional Skills blocks of training.
15. Inform the College if the Apprentice is required in the workplace on a College day, so that the learner can be shown as "Authorised absence". This should only occur in an emergency situation and should not be a regular occurrence as it will jeopardise the Apprentice programme.
16. Contact the College if they become aware of any safeguarding concern. They must call the safeguarding team as soon as possible on 0117 312 5733.
17. Add to absence policy for apprentice to contact employer if unable to attend work. The employer shall call safeguarding if their apprentice has unauthorised absence and is not contactable for 3 days.
18. Treat the apprentice fairly and reasonably as with the rest of the workforce and not discriminate or act unfairly.
19. Understand legal and contractual responsibilities for the health and safety of the apprentice.
20. Ensure conformity with the Employer's equal opportunities policy.
21. Provide a job opportunity, where this continues to exist, and if the Apprentice wishes to remain with the employer, after successful achievement of the Apprenticeship
22. Seek to resolve any complaints brought by the apprentice/provider

The Training Provider will

1. Confirm that the apprentice is eligible for apprenticeship funding
2. Confirm the employer was offered (where appropriate) the option of the free Recruit An Apprentice service.
3. Confirm the employer has a contract of service with the apprentice which is long enough to complete the apprenticeship successfully (including end-point assessment) and compliant with the funding rules.
4. Devise a plan of training, for agreement by all 3 parties, which provides value for money and includes the financial value that covers external quality assurance to ensure consistency of quality and for Standards the EPA costs.
5. Confirm any requirements for training to be sub-contracted (to be agreed with the employer)
6. Provide the Employer and Apprentice details of how English and Maths will be delivered if those Apprentices requiring these elements as a requirement to complete their Apprenticeship
7. Provide a timetable for any required College attendance at the beginning of the programme to all parties.
8. Negotiate a price with the employer, including the following checks:-
 - Additional payments / bursaries / small employer waiver
 - Relevant prior learning (which would reduce the content, duration and the negotiated price)
 - That the employer understands any obligations in relation to co-investment (where appropriate)
9. Manage/provide off-the-job training as detailed in the plan of training:-
10. Report (named) apprentice non-attendance at scheduled training sessions to the employer
11. Manage/oversee the delivery provided by any other party (subcontractors) used to complement delivery, and ensure that they meet one of the three criteria set out in the ESFA Funding and Performance Rules (paras 126.1 – 126.3).

12. Pass on apprenticeship funding to any subcontractors (as agreed with the employer) and to the end point assessment organisation selected by the employer
13. Provide any certification as agreed with the employer/apprentice and/or required by the apprenticeship.
14. Lead the tripartite progress reviews with the apprentice and employer.
15. Update the Commitment Statement in consultation with the Employer and Apprentice as and when required
16. Agree, with the apprentice and employer, when learning is complete and the apprentice is ready to undertake the end-point assessment and to support employers to negotiate with Assessment Organisations to secure value for money.
17. Ensure that the individual learning record [ILR] contains the:
 - Individual Learning Plan (ILP)
 - Entire duration of the apprenticeship for both training and end-point assessment [if applicable]
 - Agreed prices for training and assessment [if applicable]
 - Total cash value of Employer contributions received
 - Ensure that the Learning Plan fulfils the criteria of the Standard. An Individual Learning Plan (ILP) contains this information and be must be complete.
18. Administer the programme:-
 - Complete any required paperwork (e.g. ILR) and upload data to the ESFA as required to trigger funding
 - Ensure that funding rules are not breached to avoid recovery of all or part government funding.
 - Ensure evidence is provided by employers who are eligible for waived employer contribution.
 - Ensure that there are no delays with the processing of any employer incentive payments.
 - Ensure, where a delivery sub-contractor is used to complement delivery, that they meet one of the three criteria set out in the ESFA Funding and Performance Rules.
 - To assess and provide support as required to meet the learning needs of the Apprentice
 - Monitor the Quality Assurance of the delivery (including that of any Sub-Contractor) through regular meetings (with, audits and observations of teaching, learning and assessment).
 - Resolve any disputes between the Employer, Main Provider, any Delivery Sub-Contractors and Assessment Organisations. The Training Provider's Complaints Policy and Procedures are available at: <http://www.cityofbristol.ac.uk/about-us/college-policies/complaints-procedure/>. Apprentices and Employers can contact the National Apprenticeship Helpline regarding apprenticeship concerns, complaints and enquiries: email: nationalhelpdesk@apprenticeships.gov.uk or tel: 0800 015 0400.
19. Support the apprentice and their employer with any safeguarding concerns, and contact the safeguarding team when appropriate on 0117 312 5733.
20. Make efforts to secure alternative employment for the (named) apprentice if made redundant

The Delivery Sub-contractor (if applicable) will

- Provide an appropriate individual training plan for the Apprentice, in consultation agreed criteria for Apprenticeships and to meet the Employer's needs.
- Ensure that the training meets the requirements set out in the Contract between the Main Provider, the Delivery sub-contractor and the Employer.
- Appoint suitably qualified apprentice trainers/teachers to undertake training of the Apprentice
- Advise the Apprentice and Employer of contact details for nominated apprentice trainers, tutors and support staff responsible for the relevant training programme.
- At all times to comply with Funding Rules and requirements provided by the Main Provider